

AG Contract No. KR98 1817TRN
ADOT ECS File No. JPA 98-139
Project No. I-17, Thomas - Peoria
TRACS No.: H4478 01C
Project: Prepare Legislative
Design - Build Reports

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA STATE UNIVERSITY

THIS AGREEMENT is entered into 13 November, 1998,
between agencies of the State of Arizona, to wit; the DEPARTMENT
OF TRANSPORTATION (the "DOT") and the ARIZONA BOARD OF REGENTS,
acting for and on behalf of ARIZONA STATE UNIVERSITY, (the
"University").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The University is empowered by Arizona Revised Statutes Section 15-1626 to enter into this agreement and has delegated to the undersigned authority to execute this agreement on behalf of the University.

3. Arizona Senate Bill No. 1253, a copy of which is attached hereto as Exhibit A and made a part hereof, requires reports to the Arizona legislature relating to the DOT's design/build process. The DOT and the University desire to cooperate in obtaining information required (see Exhibit A) to formulate the reports, at an estimated cost of \$89,000.00, all at DOT expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The DOT will:

a. Appoint a Project coordinator within the DOT's Construction Group to interface with the University relating to gathering the information required on Exhibit A.

b. Provide the University with information and data as may be reasonably available to assist in the Project gathering of the information as outlined in Exhibit A.

c. Reimburse the University within forty-five (45) days after receipt and approval of monthly invoices, in a total amount not to exceed \$89,000.00.

2. The University will:

a. Appoint a Project coordinator at the University (ASU) to interface with the DOT relating to obtaining information (as outlined in Exhibit A).

b. Accomplish gathering the information required for the reports compliant with the requirements outlined in Exhibit A.

c. No more often than monthly, invoice the DOT in the form of Exhibit B attached hereto, supported by narrative reports and an accounting of monthly costs and expenditures on the Project. Upon completion of the Project, provide the DOT with a detailed final report.

III. MISCELLANEOUS PROVISIONS

1. Title to all documents, reports and other deliverables prepared by the University in performance of this agreement shall rest jointly with the DOT and the University.

2. This agreement shall become effective upon signature by the parties hereto, and shall remain in force and effect until completion of said Project and reimbursements, on or about 28 February 2002; provided, however, that this agreement, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement relating to the agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

Arizona State University
Research & Creative Act.
PO Box 871603
Tempe, AZ 85287-1603

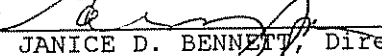
8. The parties recognize that performance by ASU under this Agreement may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature at any time fail to appropriate the necessary funds for such performance, the, by written notice to the DOT, ASU may cancel this Agreement.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

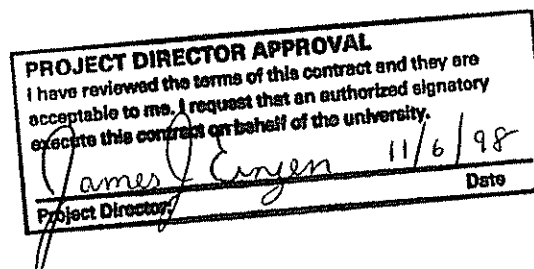
THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
ARIZONA STATE UNIVERSITY

DEPARTMENT OF TRANSPORTATION

By 
JANICE D. BENNETT, Director
Office of Research and
Creative Activities

By 
WILLIAM J. HIGGINS
Deputy State Engineer

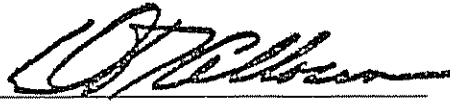
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RESOLUTION

BE IT RESOLVED on this 4th day of August 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Arizona State University for the purpose of defining responsibilities for preparing reports to the legislature as required by SB 1253.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

REPORT OUTLINE

Reason: The joint legislative study committee on design-build contracting is established to study and report on the design-build contracting process. The department of transportation shall submit to the state transportation board a written statement of its reasons for using the design-build contracting procedure. (Ch-146, senate bill 1253)

Scope: The committee shall convene and receive testimony and other information relating to the following areas: (Ch-146, senate bill 1253)

1. The feasibility of the design-build process.
2. The cost-effectiveness of the design-build process.
3. Any necessary changes in the law regarding the design-build process.
4. Liability issues arising from the design-build process.
5. The applicability and availability of performance and payment bonds and insurance coverage for the design.
6. Dispute resolution procedures for design-build contracts.
7. The status of each project using the design-build process.
8. The comparative advantages and disadvantages of the design-build process.
9. Whether the design-build process should be authorized on a continuing basis.
10. How the design-build process should be authorized on a continuing basis.
11. Any other issue determined necessary for consideration and study by the committee.

ARIZONA DEPARTMENT OF TRANSPORTATION
ENGINEERING CONSULTANTS SECTION

EXHIBIT B

Progress <u>()</u>		Final <u>()</u>		Payment Report	
Report No 108A	FA (X) Non FA	Fund Code 82521 H814 Account No.		Contract No	
TRACS Project No		Date Ending			
Name of Project					
Name of Consultant Arizona State University - Grant & Contract Accounting					
Date Started		Date Accepted Estimated Completion Date		Billed	
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED					
Item	Description	Total Contract Amount	Previous Accumulative Amount	Current Month	Accumulative Amount
EC 10	Salaries and Wages				
EC 20	Employee Related Expenses				
EC 30	Other Direct Expenses				
	Professional Services				
	Expendable Supplies				
	Travel				
EC 30	Total Other Direct Expenses				
EC20	Overhead				
	Indirect Costs				
EC 20	Total Overhead				
	PROGRAM TOTAL				
	Contract Total				
SUBMITTED BY:				Total to Date	
_____ Date _____				Total	
Consultant _____				Previous Report	
Approved: _____ Date _____					
ADOT Project Monitor _____					
Approved: _____ Date _____				Current Report	
Engineering Consultant Section _____					

State of Arizona
Senate
Forty-second Legislature
Second Regular Session
1996

FILED

Jane Dee Hull
Secretary of State

CHAPTER 146

SENATE BILL 1253

AN ACT

AMENDING TITLE 28, CHAPTER 13, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 1.1; RELATING TO DESIGN-BUILD CONTRACTS.

Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 28, chapter 13, Arizona Revised Statutes, is amended by adding article 1.1, to read:

ARTICLE 1.1. EMERGENCY CONTRACTING PROCEDURES

28-1811. Definitions

IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES, "EMERGENCY" MEANS AN IMMEDIATE THREAT TO PUBLIC HEALTH, WELFARE OR SAFETY CAUSED BY FLOOD, EARTHQUAKE, HURRICANE, TORNADO, EXPLOSION, FIRE OR OTHER CATASTROPHE SUCH THAT COMPLIANCE WITH NORMAL BIDDING PROCEDURES FOR REPAIR OR RECONSTRUCTION OF TRANSPORTATION FACILITIES WOULD BE IMPRACTICABLE OR CONTRARY TO THE PUBLIC INTEREST.

28-1812. Design-build contracting; authorization

A. NOTWITHSTANDING ANY OTHER LAW, THE DEPARTMENT MAY UTILIZE THE DESIGN-BUILD CONTRACTING PROCEDURE IF THE BOARD DETERMINES THAT USE OF THE DESIGN-BUILD CONTRACTING PROCEDURE WILL SERVE THE PUBLIC INTEREST BY PROVIDING A SUBSTANTIAL FISCAL BENEFIT OR THAT USE OF THE TRADITIONAL METHOD OF AWARDING CONTRACTS IS NOT PRACTICABLE FOR MEETING DESIRED QUALITY STANDARDS OR DELIVERY SCHEDULES.

B. THE DEPARTMENT SHALL SUBMIT TO THE BOARD A WRITTEN STATEMENT OF ITS REASONS FOR USING THE DESIGN-BUILD CONTRACTING PROCEDURE.

28-1813. Emergency construction

A. NOTWITHSTANDING ANY OTHER LAW, IF THE DIRECTOR DETERMINES THAT AN EMERGENCY EXISTS, THE DIRECTOR MAY AWARD A CONTRACT FOR THE RECONSTRUCTION OF TRANSPORTATION FACILITIES NECESSARY TO PRESERVE THE HEALTH, WELFARE OR

1 a design-build project in a newspaper of general circulation published in
2 this state for two consecutive insertions if the newspaper is a weekly
3 newspaper, or for two insertions at least six but not more than ten days
4 apart if the newspaper is a daily newspaper. The advertisement shall state
5 a general description of the work to be done and where a person may obtain
6 copies of the proposal documents and qualifications for prequalification
7 submittals. Based on the prequalification submittals received and other
8 relevant information, the department of transportation shall prequalify not
9 more than five design-builders it deems most suitable for the project.
10 During the second step of the competitive process, the department of
11 transportation shall issue a request for proposals from the prequalified
12 design-builders pursuant to the proposal documents.

13 C. The proposal documents shall include:

14 1. A detailed description of the project, including a conceptual
15 design and programmatic, performance and technical requirements,
16 specifications and functional and operational elements.

17 2. Concise performance based specifications for the project.

18 3. Sufficient information to permit a design-builder to prepare a
19 proposal or response to a department of transportation request for proposals
20 for the project.

21 4. The reasons for using the design-build contracting procedure.

22 5. The form of the contract to be awarded.

23 6. The maximum allowable time for completion of design and
24 construction.

25 7. The requirement that the design and specifications drawn by the
26 design-builder conform to the department's design standards and incorporate
27 the department's standard specifications, drawings and contract provisions
28 to the extent practicable.

29 8. The criteria and method that will be used in evaluating the
30 proposal.

31 9. Other information relevant to the project.

32 D. Proposals shall be submitted to the department of transportation
33 in two parts, a technical proposal and a cost proposal. The proposals shall
34 be contained in separate sealed envelopes in a format requested by the
35 department of transportation. The technical proposal shall contain the
36 qualifications of the proposer and its subcontractors or consultants and any
37 requested information. The technical proposal shall not include costs,
38 prices or fees. The state transportation board shall reject any technical
39 proposal that includes costs, prices or fees. The cost proposal shall
40 include a statement of all costs, prices or fees for the work to complete the
41 project as specified in the proposal documents. The state transportation
42 board shall evaluate technical proposals and cost proposals in accordance
43 with the criteria and methods specified in the proposal documents.

1 contract, the county may negotiate with the next highest scoring
2 design-builder until a contract agreement is reached or the selection process
3 is terminated. The county, at its sole discretion, may reject any or all
4 proposals.

5 D. Before execution of a design-build or turnkey contract, the
6 design-builder awarded the contract shall provide a performance and payment
7 bond for the entire construction portion of the contract that complies with
8 the requirements of bonds given pursuant to title 34, chapter 2, article 2,
9 Arizona Revised Statutes.

10 E. All design documents for the pilot project shall be signed and
11 sealed in accordance with section 32-142, Arizona Revised Statutes.

12 F. For the purposes of this section:

13 1. "Design-build contract" means a contract between a county with a
14 population of one million five hundred thousand or more persons according to
15 the most recent United States decennial census and a design-builder to
16 furnish the architectural or engineering and related design services required
17 for the given public construction project and to furnish the labor, materials
18 and other construction services for the same public project.

19 2. "Design-build criteria consultant" means either:

20 (a) Any person, corporation, partnership or other legal entity that
21 is duly registered and authorized to practice architecture or professional
22 engineering in this state under section 32-121, Arizona Revised Statutes, and
23 that is employed by contract with the county to provide professional design
24 and administrative services in connection with the preparation of the
25 design-build criteria package.

26 (b) An employee of the county who is duly registered and authorized
27 to practice architecture or professional engineering in this state under
28 section 32-121, Arizona Revised Statutes.

29 3. "Design-build criteria package" means concise, performance-oriented
30 specifications for the public construction project. The purpose of the
31 design-build criteria package is to furnish sufficient information in order
32 to permit a design-builder to prepare a proposal or a response to a county's
33 request for proposals for the design-build project. The design-build
34 criteria package shall include:

35 (a) A detailed description of the project, including a conceptual
36 design.

37 (b) Programmatic, performance and technical requirements,
38 specifications and functional and operational elements for the delivery of
39 the completed public construction project.

40 (c) A description of the qualifications required of the
41 design-builder.

42 (d) The form of the contract to be awarded.

43 (e) The maximum allowable time for completion of design and
44 construction.

1 9. Whether the design-build process should be authorized on a
2 continuing basis.

3 10. How the design-build process should be authorized on a continuing
4 basis.

5 11. Any other issue determined necessary for consideration and study
6 by the committee.

7 D. On or before December 31, 1996 and 1997, the committee shall submit
8 an interim report on the status of each design-build project undertaken
9 pursuant to this act to the governor, the president of the senate, the
10 speaker of the house of representatives, the secretary of state and the
11 director of the department of library, archives and public records. The
12 interim report may include other information regarding the committee's
13 activities and recommendations concerning the design-build process.

14 E. The committee shall submit a final report on its overall
15 recommendations concerning the design-build process to the governor, the
16 president of the senate, the speaker of the house of representatives, the
17 secretary of state and the director of the department of library, archives
18 and public records on or before December 31, 1998.

19 Sec. 5. Delayed repeal

20 Sections 2, 3 and 4 of this act are repealed from and after
21 December 31, 1998.

APPROVED BY THE GOVERNOR APRIL 10, 1996

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 11, 1996

ADOT I-17 Proposal

Arizona State University		%	Year 1	Year 2	Year 3	Total
			July 98 -July 99	July 99 -July 00	July 00 -July 01	
Staff	Ernzen		168	168	168	504
	Aller		48	48	48	144
	Weizel		30	30	30	90
	Grad Student ASU		640	880	880	2400
	Total Hours		886	1126	1126	3138
Based upon: 1 graduate student working 20 hours/week for 44 weeks each year						
4 hours/week for Principal Investigator for 42 weeks each year (Ernzen)						
1 hour/week for support staff (Aller) plus 30 hours each year for TRB presentation support (Weizel)						
Labor Costs	Ernzen		\$7,000	\$7,000	\$7,000	\$21,000
	Aller		\$2,000	\$2,000	\$2,000	\$6,000
	Weizel		\$1,000	\$1,000	\$1,000	\$3,000
	Grad Student ASU		\$7,680	\$10,560	\$10,560	\$28,800
Benefits	Faculty	25%	\$2,500	\$2,500	\$2,500	\$7,500
(Insurance, FICA	Students	4%	\$307	\$422	\$422	\$1,152
Workers Comp,						
Retirement)						
	Labor & Benefits		\$20,487	\$23,482	\$23,482	\$67,452
	Subtotal ASU		\$20,487	\$23,482	\$23,482	\$67,452
	University Overhead	33%	\$6,761	\$7,749	\$7,749	\$22,259
	(General overhead expenses)					
Total			\$27,248	\$31,232	\$31,232	\$89,711